

# 信用证议付申请书

银行专用

票据编号: \_\_\_\_\_

致: 大华银行(中国)有限公司

现附上下列信用证项下之单据, 供开证行据以进行下述信用证之议付/付款。

日期: \_\_\_\_\_

受益人姓名及地址	开证行及其地址
发票号:	开证申请人是否为本公司之关联公司: <input type="checkbox"/> 是 <input type="checkbox"/> 否
票据金额:	信用证号:
期限: <input type="checkbox"/> 即期 <input type="checkbox"/> 远期, 见票后/提单日后 ___ 日支付发票金额 ___ %	信用证开证日期:
货物描述/数量/毛重	信用证通知编号

## 付款指示

<input type="checkbox"/> 立即贴现, 本公司账号: _____	<input type="checkbox"/> 收到资金后存入本公司账户, 账号: _____
<input type="checkbox"/> 于开证行承兑后贴现, 本公司账号: _____	<input type="checkbox"/> 其他: _____
<input type="checkbox"/> 抵销进口单据之代码: _____	
<input type="checkbox"/> 持有资金并联系本人、本公司以获取进一步指示	
<input type="checkbox"/> 根据本公司提交的福费廷融资请求办理福费廷融资	

## 特殊指示

<input type="checkbox"/> 如有不符点请联系 姓名: _____ 电话: _____ 传真: _____	<input type="checkbox"/> 尽管信用证另有指示, 请将单据通过快递转交开证行, 由本公司承担风险与责任
<input type="checkbox"/> 电提开证行不符点, 请其认可	<input type="checkbox"/> 本公司在此承诺并保证, 所附单据正本与之前通过传真/电邮方式提交给贵行单据审查的单据复印件在所有方面均完全相一致。本公司进一步承诺并保证, 本公司已按贵行通知, 对所有单证不符点作出了更正。本公司特此指示贵行直接将单据寄送开证行, 而无需再次审查, 本公司承担由此而引起的任何及所有风险和责任
<input type="checkbox"/> 本公司不修改单据, 请将单据转交开证行请求付款	<input type="checkbox"/> 其他指示: _____
<input type="checkbox"/> 尽管信用证另有指示, 贵行无需审单, 请将单据快递开证行, 由本公司承担风险与责任	

## 附随单据 (另附发票副本及运输单据副本各一份)

汇票	商业发票	装箱单	重量单	原产地证明	保险单/证明	提单	空运单	提货单	受益人证明	信用证	信用证修改	

鉴于贵行同意按照本公司要求, 议付上述信用证 (该信用证未经贵行保兑) 下的汇票和/或单据, 本公司同意该笔议付应以开证行最后付款为前提, 贵行具有对本公司之全额追索权。本公司进一步同意, 除非另有书面约定, 由此产生的所有手续费及利息按贵行指定的比率在本公司账户内扣除。本次议付受国际商会第600<sup>1</sup>出版物《跟单信用证统一惯例》(2007年修订版) 或其任何更新版本之约束。

本公司 (受益人) 特此同意, 为对本申请和与本申请相关的交易进行审查之目的, 和/或根据适用法律、法规、指引、指令和/或监管部门的其他要求, 在贵行认为适合的情况下, 贵行 (包括贵行的职员、雇员、往来行和代理行) 可以披露有关受益人、本申请、本申请之标的、以及受益人账户和相关事项 (包括但不限于受益人的名称、账号、相关文件参考编号、住所、注册号和/或注册成立地点和日期) 之任何信息。

我行信用证收款/议付业务的标准费率为票据金额的0.125%, 最低USD30元或等值人民币, 最高USD3,000元或等值人民币。无兑换手续费 (如有): USD50/笔。

偿付费 (如有): USD60元或等值人民币。催收费 (如有): USD30元或等值人民币。

申请信息		特殊费用	押汇
受益人名称:		<input type="checkbox"/> 议付费	期限:
公司/个人:		<input type="checkbox"/> 无兑换手续费	起始日: _____ 到期日: _____
受益人国别:		<input type="checkbox"/> 邮费	押汇率:
交易代码:		<input type="checkbox"/> 电报费	准备:
跨境/境内:		<input type="checkbox"/> 其他	批复:
签名鉴定		取单	退单
第一复核:		小签:	小签:
第二复核:		日期:	日期:
客户经理:			

授权签字及公司印章

条款与条件  
TERMS AND CONDITIONS

本人/本公司同意根据信用证议付申请书(“申请书”)和本条款与条件向大华银行(中国)有限公司申请议付信用证(“信用证议付”):

In consideration of your agreeing to negotiate our Letter of Credit (“LC Negotiation”) in accordance with Request for LC Negotiation (“Application Form”) and these terms and conditions (“Terms and Conditions”), I/we hereby agree as follows:

1. 本人/本公司确认, 本人/本公司签署并向贵行提交的申请书并同意接受本条款与条件, 仅构成议付信用证的申请, 贵行有权自行决定是否接受本人/本公司的申请, 而无需给予任何理由。

I/We confirm that I/We am/are willing to submit to you the Application Form and be bound by the Terms and Conditions. You may decide to accept or reject my/our application at your sole discretion without any reason.

2. 本人/本公司声明, 未就任何议付的信用证项下的单据或该信用证项下的贸易交易获得任何其他融资或提供任何担保(除贵行授予的融资以外), 并且本人/本公司向贵行提交的各种发票、订购单或其他类似单据或文书均代表货物和/服务的真实销售及交付。

I/We represent that I/we have not obtained any other financing or provided any securities (other than to you) in relation to the letter of credit to be negotiated by you or any trade transactions under above mentioned letter of credit, and I/we further represent that each invoice, purchase order or any other similar document or instrument which is presented to you for financing represents a genuine sale and delivery of goods and/or services.

3. 除非贵行明确书面同意, 在任何情况下, 本人/本公司向贵行申请的任何信用证下的议付, 贵行均对本人/本公司具有全面的追索权, 包括本人/本公司愿意承担贵行无论以何种方式因无法或被禁止将(全部或部分)款项转换成另外一种(由贵行所决定的)可自由兑换的货币而遭受的损失。

Unless otherwise written consented by you in writing, any letter of credit to be negotiated by you is with full recourse to me/us in all circumstances including where you have suffered any Losses (defined as below) arising from any event whereby you are prevented or prohibited in any way from converting an amount (whether in full or partial) from one currency into another fully convertible currency (as determined by you).

4. 对于贵行和/或贵行任何代理人为议付信用证项下的单据, 因任何原因(包括但不限于开证行拒绝承兑信用证或不支付信用证下款项(无论全额或部分)或信用证项下的任何单据的任何不符点或不一致)而可能承担的任何性质的责任、损失、损害或支付的任何性质的费用、成本和开支(下称“损失”), 一经贵行要求, 本人/本公司即向贵行赔偿任何和所有的损失以及相关的利息、成本和开支。

You shall have the right of recourse against me/us in respect of any liability, losses, damages, charges, costs and expenses of any nature (including bank charges, legal fees and other costs) (the “Losses”) that you or your agent may incur or pay for negotiating the bills under such letter of credit due to whatever reason, including without limitation any non-acceptance of or non-payment (whether in full or partial) under such letter of credit by the issuing bank or any discrepancies or non-conformity in any document under such letter of credit; and I/we shall indemnify you on demand any and all such Losses together with all interests, costs, and expenses related thereto.

5. 本人/本公司授权贵行, 借记或扣划本公司/本人在贵行开立的任何或所有账户, 用于清偿本公司现在或以后任何时候就信用证议付项下对贵行应付而未付的全部或部分款项, 并且无需向本公司/本人发出任何通知。

I/We irrevocably and unconditionally authorize you, without any notice to me/us, to deduct or debit any or all of my/our accounts with you for settlement of all or any part of the amounts now and at any time hereafter due or owing to you, which remain unpaid by me/us in connection with LC Negotiation and/or the Terms and Conditions.

6. 本人/本公司应确保, 任何人(包括任何开户行或保兑行)应向本人/本公司支付的信用证项下的或与之相关的任何金额将会直接支付于贵行; 而且, 本人/本公司应向该等人士发出相应的不可撤销的指示。本人/本公司承诺应向贵行提供贵行为收取任何该等金额而要求提供的所有协助。

I/We shall ensure that any amount which is due to me/us by any person (including any issuing bank and confirming bank) under or in relation to the letter of credit will be paid to you directly and accordingly I/we shall give an irrevocable payment instruction to such person. I/We will provide all assistance to you to collect any such amount.

7. 如果贵行未能准时全额收到上述第6条应付予贵行的任何款项, 或贵行被要求退还已收到的该等任何款项, 或支付予贵行的单据为任何伪造单据或包含有本人/本公司明知不准确的信息, 贵行就信用证项下已经提供给本人/本公司的任何融资(包括信用证议付)将立即到期并由本人/本公司支付相应金额, 且可以撤销任何贵行可能已经在本人/本公司账户上记录贷方的任何款项。

If any amount which is due to be paid to you under clause 6 is not paid on time and in full, or any amount so received by you has to be refunded, or any document delivered to you is forged or contained information I/we know is incorrect, any financing (including LC Negotiation) that you have made available to me/us in relation to the letter of credit will become immediately due and payable by me/us, and you may reverse any payment that you have credited to my/our account.

8. 贵行可以将与本协议有关的所有本人/本公司信息(包括个人数据)以及由本人/本公司向贵行提供的或以其它方式为贵行所知悉的关于本人/本公司、本人/本公司的管理人员、雇员、本人/本公司开立于贵行之账户信息及与贵行进行的业务或交易的其它信息(包括个人数据)披露和转发给以下各方: (i) 贵行之任何分行、母公司、联营公司、关联公司或相关员工、代理人 and 代表; (ii) 贵行之任何会计人员、审计人员、内部及外聘法律顾问; (iii) 任何为贵行提供与业务相关的行政、信息技术、离岸或其它服务的代理人、承包商或服务供应商; (iv) 在本协议、任何其它协议或贵行的任何或部分资产或业务项下或与之相关的贵行的任何实际的或潜在的继承人、受让人、风险参与者或次级风险参与者; (v) 任何对贵行具有管辖权的银行业机构或监管机构; 或(vi) 因任何适用法律、法规或法院命令要求或许可而为之。

I/We acknowledge and agree that you may disclose and transfer all information (including personal data) in connection with Application Form and LC Negotiation or other information in respect of me/us, its officers and employees, accounts, business or transaction with you, provided to you by the me/us or otherwise known to you (including personal data), (i) to the head office, any branch, subsidiary, affiliate, associate, related company, staff, agent and representative of you, (ii) to its accountants, auditors, internal and external legal counsel, (iii) to any agent, contractor or service providers that provide administrative, information technology, offshoring or other services to you in connection with the operation of the business, (iv) to any actual or proposed assignee, transferee, participant or sub-participant of you under or in connection with this Agreement, any other agreement or all or any part of the assets or business of you, (v) to any banking, supervisory or regulatory authority having jurisdiction over you, or (vi) if required or permitted to do so by any law, regulation or court order.

9. 申请书和本条款与条件应受跟单信用证统一惯例(国际商会2007年出版的修订版, 即UCP600)或任何其他更新版本的制约, 并受中华人民共和国(“中国”)法律管辖并依其解释。

The Application Form and the Terms and Conditions shall be subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision - International Chamber of Commerce Publication No. 600) or any updated version hereof and shall be governed by and constructed in accordance with the Law of People's Republic of China (the “PRC”)

10. 申请书和本条款与条件项下之任何争议受贵行所在地有管辖权的中国法院管辖。

Any disputes under or in connection with the Application Form and/or the Terms and Conditions shall be submitted to the jurisdiction of the competent PRC court where you are located.